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Attorneys for James and Stacie Ruggieri

**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF NEVADA**

IN RE:

James Ruggieri and Stacie Ruggieri,  
Debtors.

CASE NO: 09-53180-gwz

CHAPTER 7

**DEBTORS' PARTIAL**  
**OPPOSITION TO MOTION**  
**FOR RELIEF FROM**  
**AUTOMATIC STAY**

Hearing Date: November 17,  
2009

/ Hearing Time: 10:00 a.m.

**PARTIAL OPPOSITION TO MOTION FOR RELIEF FROM AUTOMATIC STAY**

James and Stacie Ruggieri, the debtors herein, hereby partially oppose the Motion for Relief from Automatic Stay on the grounds that the initial notice, the motion, and the amended notice have contradictory statements regarding which property the creditor is addressing. To the extent that the moving papers are unclear, and to the extent that the motion pertains to anything other than a 2007 Georgetown Motorhome, the debtors oppose the Motion.

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1 This Partial Opposition is based upon the attached memorandum of points and  
2 authorities, the Section 362 information sheet attached as exhibit A, and on the exhibits attached  
3 to the moving party's Motion.

4 Dated: October 23, 2009

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6 Kevin L. Bertonneau, Esq.  
7 Nevada Bar No. 6906  
8 9585 Prototype Court, Suite C  
9 Reno, NV 89521  
10 (775)827-1866  
11 Attorney for Debtors  
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**MEMORANDUM OF POINTS AND AUTHORITIES**

James and Stacie Ruggieri, the debtors herein, hereby partially oppose GE Money Bank's Motion for Relief from Automatic Stay. The Motion itself refers to debtors' interest in a certain automobile described as a 2007 Georgetown motorhome, in which GE Money Bank holds a security interest. Based on the loan documents, it is clear that the loan is only secured by the motorhome itself.

Beginning in paragraph 7 of the motion, it states that the secured creditor has elected to initiate foreclosure proceedings on the property with respect to the subject trust deed. In this case, there would not be foreclosure proceedings, nor a trust deed.

Paragraph 9 requested a court order permitting the secured creditor to proceed to a foreclosure sale of the property. Moreover, in the prayer for relief, the creditor again seeks to move forward with foreclosure proceedings under a trust deed, and to sell the subject property at a foreclosure sale. The creditor, GE Money Bank, only has a loan pertaining to the debtors' motorhome, not to any real property. Thus, the relief requested is inappropriate.

Causing even greater confusion is the notice of motion for relief from automatic stay. In the notice, the creditor requests an order terminating the stay, and to allow the moving party to proceed with foreclosure against the debtors' real property located at 12114 Mahogany Drive, Reno, Arizona.


As set forth above, the only loan that the creditor has with regard to the Ruggieris pertains to a motorhome, not to their real property.

The creditor also filed an amended notice, that partially appears to correct the problems, but still seems to create some confusion. In the amended notice, the creditor refers to a court order "To allow movant to proceed with its non-bankruptcy remedies, including, but not limited to foreclosure upon obtaining possession of and selling the subject real property...." Again, GE Money Bank's loan pertains to the motorhome.

To the extent creditor's motion applies only to the motorhome, the debtors consent to the granting of the motion, and will cooperate in making arrangements to returning the motorhome to

1 the creditor. To the extent the motion addresses the real property, or any other property, the  
2 debtors oppose the motion.

3 Dated this 23<sup>rd</sup> day of October, 2009

  
Kevin L. Bertonneau, Esq.  
Nevada Bar No. 6906  
9585 Prototype Court, Suite C  
Reno, NV 89521  
(775)827-1866  
Attorney for Debtors

## \* \* § 362 INFORMATION SHEET \* \*

James and Stacie Ruggieri  
 DEBTOR  
 GE Money Bank  
 MOVANT

09-53180-gwz

Case No:

MOTION #:

CHAPTER: 7

**Certification of Attempt to Resolve the Matter Without Court Action:**

*Moving counsel hereby certifies that pursuant to the requirements of LR 4001(a)(3), an attempt has been made to resolve the matter without court action, but movant has been unable to do so.*

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Attorney for Movant

PROPERTY INVOLVED IN THIS MOTION: 2007 Georgetown 303 VIN 1F6MF53Y960A1

NOTICE SERVED ON: Debtor(s) ☒; Debtor's counsel ☒; Trustee ☒;

DATE OF SERVICE: \_\_\_\_\_

**MOVING PARTY'S CONTENTIONS:**

The EXTENT and PRIORITY of LIENS:

1st \_\_\_\_\_

2nd \_\_\_\_\_

3rd \_\_\_\_\_

4th \_\_\_\_\_

Other: \_\_\_\_\_

Total Encumbrances: \_\_\_\_\_

APPRAISAL of OPINION as to VALUE:

**DEBTOR'S CONTENTIONS:**

The EXTENT and PRIORITY of LIENS:

1st \$67,900.78

2nd \_\_\_\_\_

3rd \_\_\_\_\_

4th \_\_\_\_\_

Other: \_\_\_\_\_

Total Encumbrances: \$67,900.78

APPRAISAL of OPINION as to VALUE:

\$43,110.00

**TERMS of MOVANT'S CONTRACT  
with the DEBTOR(S):**

Amount of Note: \_\_\_\_\_

Interest Rate: \_\_\_\_\_

Duration: \_\_\_\_\_

Payment per Month: \_\_\_\_\_

Date of Default: \_\_\_\_\_

Amount in Arrears: \_\_\_\_\_

Date of Notice of Default: \_\_\_\_\_

SPECIAL CIRCUMSTANCES:

SUBMITTED BY: \_\_\_\_\_

**DEBTOR'S OFFER of "ADEQUATE  
PROTECTION" for MOVANT :**

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SPECIAL CIRCUMSTANCES:

SUBMITTED BY: Kevin Bertonneau

SIGNATURE: 